

MEMORANDUM CIRCULAR DC 2025-001

TO : ALL LOT OWNERS / DEVELOPERS / LESSEES / CONTRACTORS
FROM : ESTATE MANAGEMENT GROUP – DEVELOPMENT CONTROL
SUBJECT : POLICIES & GUIDELINES ON ALFRESCO DINING IN BONIFACIO GLOBAL CITY
DATE : MARCH 25, 2025

To support businesses during the Pandemic, BGC temporarily relaxed restrictions on the use of required arcades and pedestrian plaza easements for Alfresco Dining. This outdoor dining experience must not serve as the primary seating, and sufficient indoor seating should be available to mitigate effects during bad weather. This extension is temporary and valid until further notice. Locators must comply with the guidelines provided to obtain a provisional permit.

I. GENERAL GUIDELINES

A. Use and Location

- Alfresco dining is strictly for customer seating. Cooking and food preparation must be done inside the restaurant's kitchen.
- The dining area must be located within the property line, ensuring it does not obstruct pedestrian movement, compromise fire safety, or cause damage to planting strips.

B. Size and Layout

- A minimum 2-meter-wide unobstructed walkway must be maintained.
- Existing dining layouts must be followed by future tenants.
- Boundary markers must be clearly defined, and no structures or furniture should extend beyond the approved area.
- The design should be open and lightweight, avoiding enclosed or bulky structures.

C. Furniture

- Only BESC-approved tables, chairs, and structures are allowed. Monobloc chairs, tables, and stools are not permitted.
- The design must align with the restaurant's overall aesthetic.
- Service stations and bar counters are prohibited.
- Any furniture or structure over 1.2 meters requires BESC approval. Menu stands must be stable and secure.
- Outdoor air coolers and evaporative coolers are allowed, provided they are quiet, odor-free, and do not obstruct the 2-meter pedestrian clearance.

D. Weather Protection

- Applies only to non-arcade areas.
- Only temporary structures are permitted.
- Allowed materials: Parasols or weather-coated fabric.
- Must follow a monochrome design with trim accents.
- Colors should be simple and plain.
- Only the establishment name or logo is allowed—no additional text or graphics.



E. Signage and Sounds

- Third-party advertisements and sponsor logos are not permitted.
- Outdoor music, radio, and TV screenings (sports, movies, etc.) are prohibited.

F. Lighting and Wiring Connection

- Only white or warm white lighting is allowed.
- Royal cords must be used and properly concealed with a cable protector.

G. Restrictions and Compliance

- Alfresco dining cannot be used for nightclub operations.
- Pedestrian movement is a priority; the required clearance must always be maintained.
- BESC reserves the right to cancel, or revise permits for non-compliance.
- Permit renewal is the tenant's responsibility.
- Non-compliance will result in penalties charged to the building owner.

II. OPERATIONS AND REQUIREMENTS

A. Alfresco Dining Layout

- A minimum 2-meter-wide unobstructed walkway must be maintained, along with a 2-meter clear access from the sidewalk to the arcade (for arcade areas).
- The 2-meter-wide unobstructed walkway at pedestrian easement must be located along the required canopy of the property
- A uniform alfresco dining layout must be implemented and mutually agreed upon by all tenants.
- PWD ramps must remain unobstructed in arcades, building premises, and common areas at all times.
- Chairs, tables, furniture, or installations must not encroach on the required clear walkway under any circumstances.
- Refer to Annex A and B for strict compliance.

B. Submission Requirements

The Building Administration must apply for a permit through Acommerce and comply with the following:

1. Apply under Special Activities > Temporary Outdoor Seating.
2. Proposed alfresco dining plan and elevation, with complete dimensions of the dining area and the required unobstructed walkway.
3. Pictures and specifications of proposed furniture and signage.
4. Duly accomplished Letter of Undertaking **for Alfresco Dining in common areas being maintained by BESC and BGCEA** (see Annex C).

III. PERMIT FEES AND BOND

- A permit fee of PHP 3,000 per tenant, per month, inclusive of VAT, for every 15 sqm of alfresco dining space. An additional fee of PHP 1,000 will be charged for every additional 5 sqm or fraction thereof.
- A one-time security deposit of PHP 25,000 per tenant is required, which shall be refundable upon the removal of alfresco dining. If the security deposit falls below 50% due to penalties, the tenant must replenish it to PHP 25,000 to maintain compliance.
- If the proposed alfresco dining area is located within a common area managed by the Estate Management, it shall be subject to the applicable sidewalk usage fees, permit fees, and the required alfresco dining bond.


IV. PENALTIES

- Non-renewal or expired permits will incur a Php 1,000 per day penalty.
- Non-compliance with the layout and requirements will result in a Php 5,000 per citation.
- Non-conformity with the guidelines, or failure to pay penalties, will result in citation by BESC and removal of Alfresco Dining.

V. EFFECTIVITY


This Memorandum Circular shall be effective 15 days after publication and announcement on Acommerce platform.

For and On Behalf Of
BONIFACIO ESTATE SERVICES CORPORATION



Jett Kevin D. Reguine
Development Control Manager

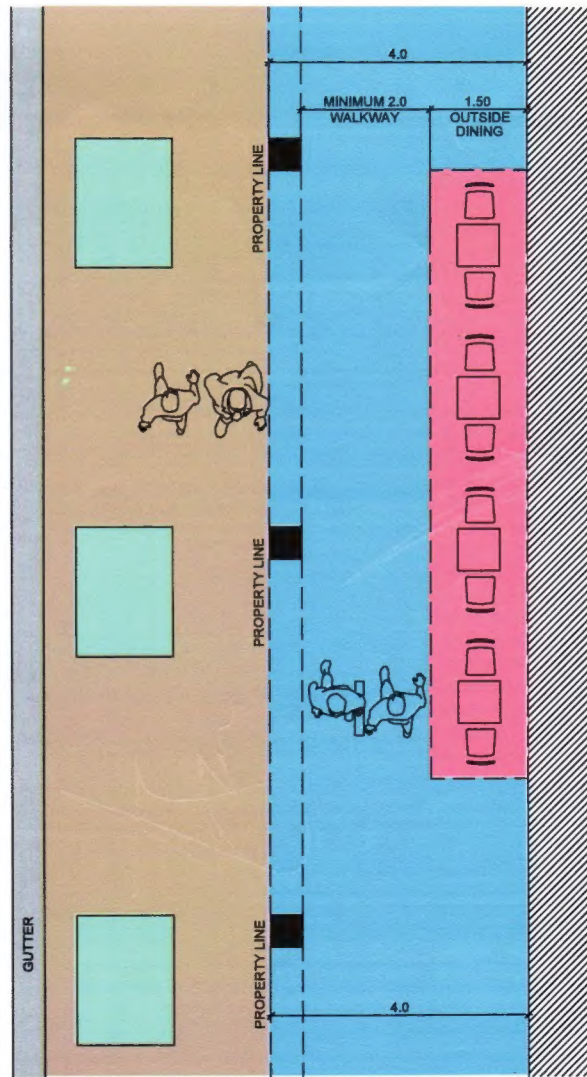
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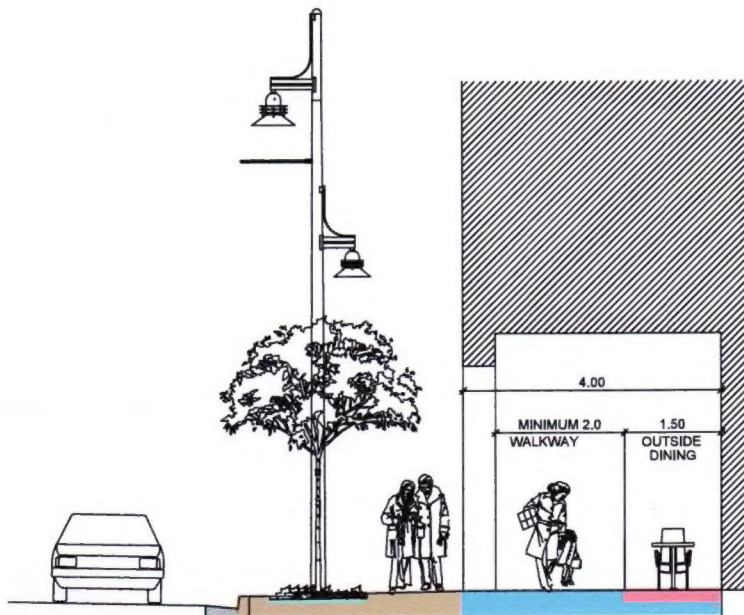
Ernest Albert D. Pascual
General Manager

*Attachments: Annex A & B for Alfresco Dining layout
 Annex C Letter of Undertaking*

ANNEX A OPTION 1 (ARCADE WITH PERIMETER COLUMNS)



PLAN

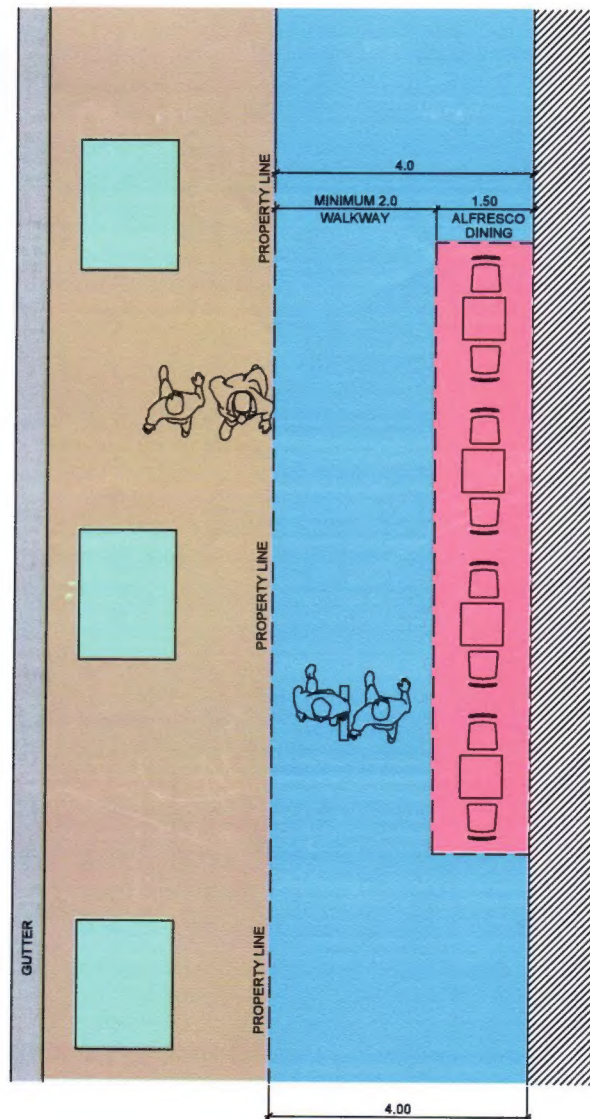


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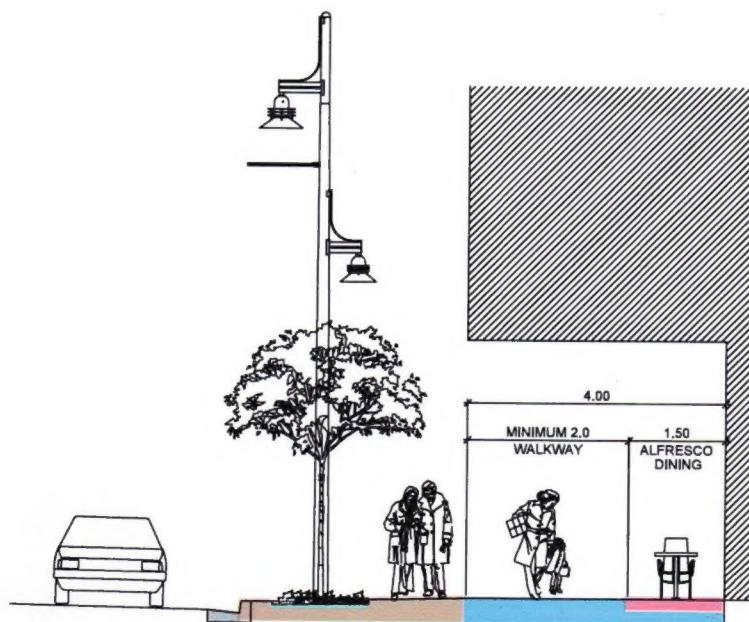
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ANNEX A OPTION 2

(ARCADE WITHOUT COLUMNS)



PLAN

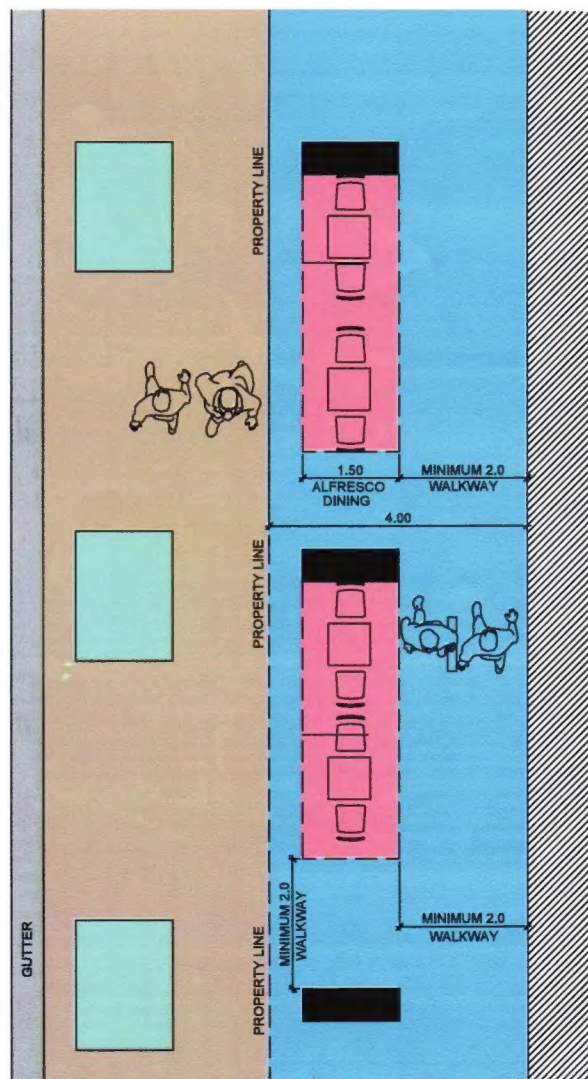


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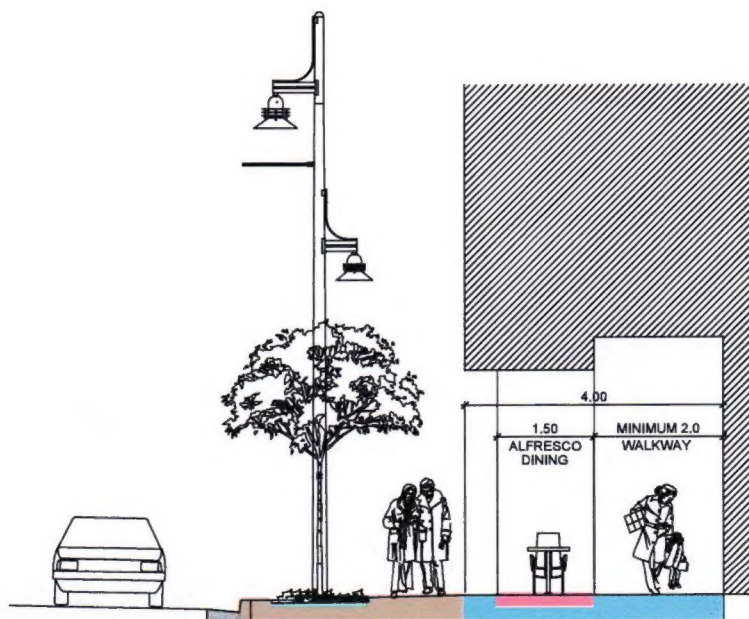
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ANNEX A OPTION 3 (ARCADE WITH INTERIOR COLUMNS)



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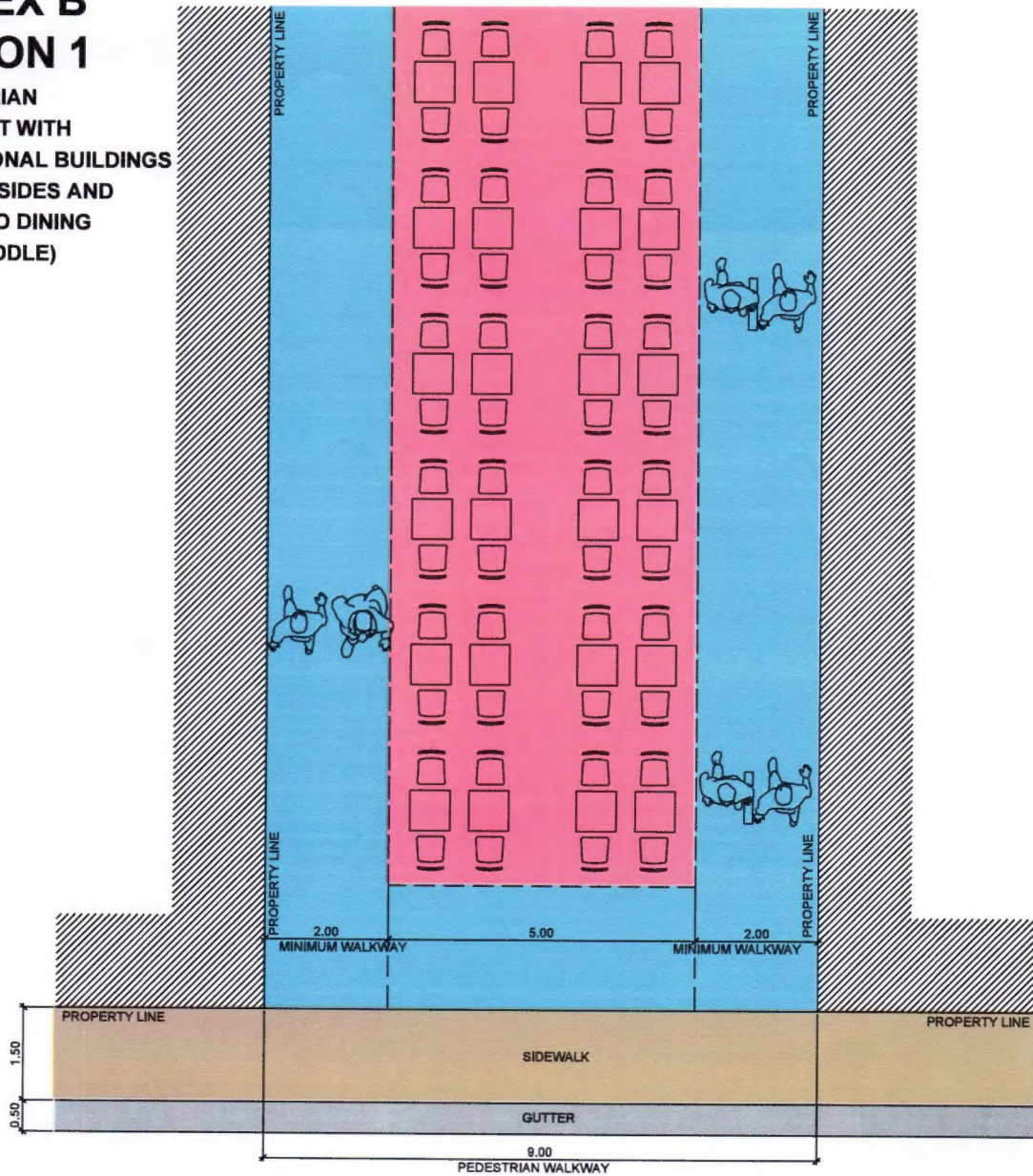


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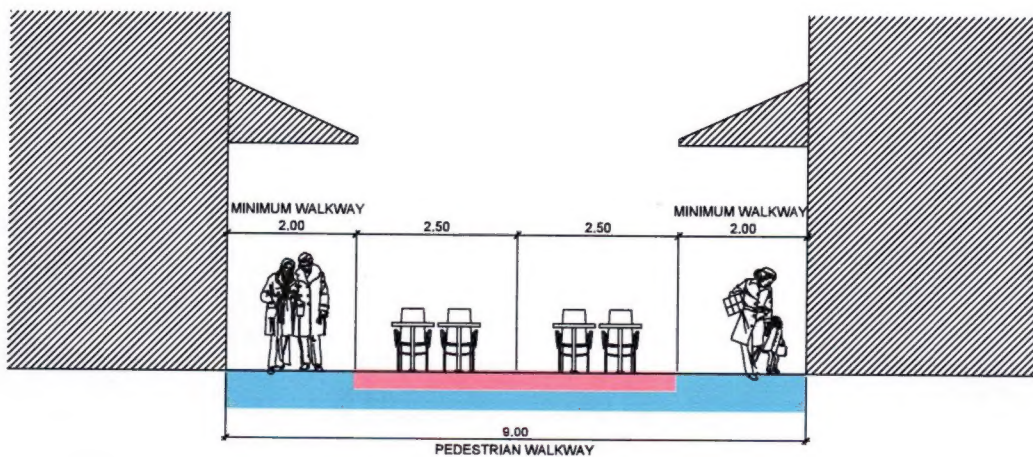
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ANNEX B OPTION 1

(PEDESTRIAN
EASEMENT WITH
OPERATIONAL BUILDINGS
ON BOTH SIDES AND
ALFRESCO DINING
IN THE MIDDLE)



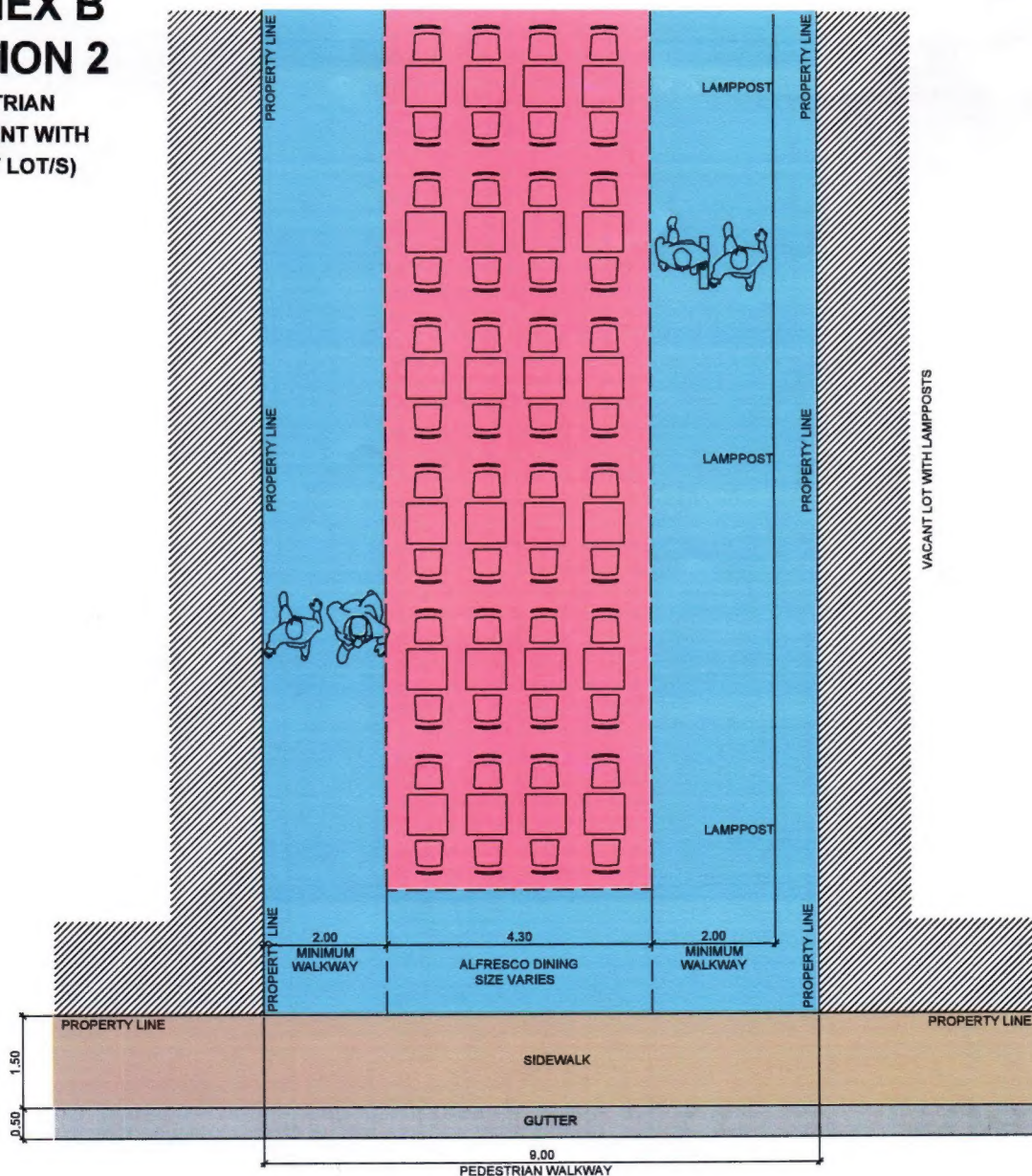
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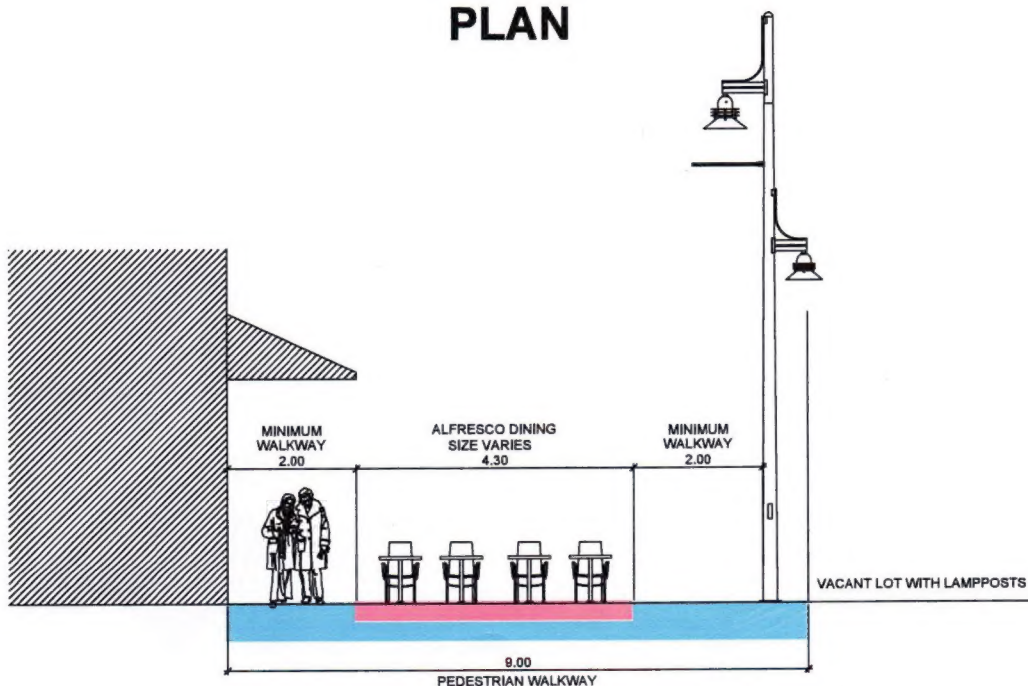
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ANNEX B OPTION 2 (PEDESTRIAN EASEMENT WITH VACANT LOT/S)



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UNDERTAKING AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Undertaking and Indemnity Agreement** is executed this ____ day of _____, **20**, in _____, Metro Manila, Philippines, by:

[Full Legal Name of Company], a corporation/partnership/sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with principal office located at [Complete Address], herein represented by its duly authorized representative, **[Name of Representative]**, in his/her capacity as **[Position]**, hereinafter referred to as the **"Undertaking Party"**;

IN FAVOR OF:

BONIFACIO ESTATE SERVICES CORPORATION (BESC) and **BONIFACIO GLOBAL CITY ESTATE ASSOCIATION, INC. (BGCEA)**, corporations duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 2nd flr., Bonifacio Technology Center, 31st St., Cor., 2nd Ave. BGC, Taguig City, collectively hereinafter referred to as the **"Indemnitees."**

WITNESSETH:

WHEREAS, the Undertaking Party intends to utilize certain areas such as the arcade, public space within the property line, and common areas maintained by the Undertaking Party and or the Indemnitees within Bonifacio Global City for the purpose of alfresco dining;

WHEREAS, the Indemnitees have allowed the Undertaking Party to use said areas subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants hereinafter set forth, the Undertaking Party hereby freely, voluntarily, and unconditionally undertakes as follows:

1. **Responsibility and Liability**

The Undertaking Party assumes full responsibility for any and all incidents, accidents, loss of property, or damage to property that may occur within the said areas used for alfresco dining.

2. **Indemnity**

The Undertaking Party shall indemnify, defend, and hold free and harmless BESC and BGCEA, their officers, directors, employees, agents, and assigns, from any and

all claims, liabilities, damages, losses, costs, and expenses (including attorney's fees), arising out of or in connection with the use of said areas, including but not limited to claims due to injury, death, or property damage.

3. Compliance with Rules and Regulations

The Undertaking Party shall ensure that all activities conducted in the designated areas shall be in full compliance with the rules and regulations prescribed by BESC and BGCEA. The Undertaking Party further agrees to maintain the cleanliness, safety, and orderliness of the said areas at all times.

4. Rectification of Violations

In the event of any violation or deviation from applicable rules, the Undertaking Party shall promptly and in good faith take all necessary steps to correct and remedy such violations.

5. Binding Effect

This Undertaking shall be binding upon the Undertaking Party, its successors, assigns, and representatives, and shall remain effective for the entire duration of the use of the said areas, or until otherwise revoked in writing by the Indemnitees.

IN WITNESS WHEREOF, the Undertaking Party has hereunto affixed its signature on the date and place above written.

[COMPANY NAME]

By:

[Name of Authorized Representative]

[Position]

SIGNED IN THE PRESENCE OF:

(Signature Over Printed Name)

(Signature Over Printed Name)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____, 20, personally appeared:

Name: _____

ID No.: _____

Issued on / at: _____

known to me and to me known to be the same person who executed the foregoing Undertaking and Indemnity Agreement and who acknowledged to me that the same is his/her free and voluntary act and deed, as well as that of the corporation/organization he/she represents.

This instrument consists of **[number]** pages, including the page where this acknowledgment is written, and has been signed by the parties and their witnesses on each and every page.

WITNESS MY HAND AND SEAL, on the date and at the place above written.

Notary Public

Doc. No. _____;

Page No. _____;

Book No. ____;

Series of 20.